

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF TUCSON

AGREEMENT NO. 2001.1
PROJECT NO. F-031-1-503

THIS AGREEMENT, entered into this 24th day of October, 1977, pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF TUCSON, a municipal corporation, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement, and

WHEREAS, the CITY is empowered by Arizona Revised Statutes Sections 9-672 inclusive to enter into the Agreement, and

WHEREAS, the STATE proposes to improve a section of Oracle Road (U.S. 89) from milepost 69.30 to milepost 70.81, including the improvement of existing signalized intersections.

WHEREAS, the CITY proposes to install street lighting on Oracle Road (U.S. 89) from milepost 69.30 to milepost 70.81 at the following intersections: Delano St., Navajo Rd., Yavapai Rd., Windsor Rd., Thurber Rd., Kings Rd., Simmons Rd., Pastime Rd., Glenn Street, Pelaa Dr., and Laguna Street.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The STATE shall incorporate the CITY'S street lighting construction that falls within the limits of the improvement project F-031-1-503.

2. The STATE shall perform all necessary engineering design work and provide plans and specifications for all work related to the street lighting construction; such plans shall be subject to approval by the CITY.

3. The STATE shall furnish or secure all labor, materials and equipment necessary to complete the project and inspect all construction work performed on the project.

4. The CITY shall set aside sufficient funds and be responsible for all operation and maintenance including electrical energy cost of said improvements subsequent to construction.

5. The CITY shall within thirty (30) days after written notification of satisfactory completion of the project reimburse the STATE for the cost of the CITY'S street lighting improvements at the unsignalized intersections afore-mentioned. The amount to be reimbursed by the CITY shall be determined on the actual cost basis of unit prices as established by the contract bids, which will be subject to audit.

6. This Agreement shall remain in force and effect until the work herein embraced has been completed in accordance with the terms of the Agreement or until earlier terminated by either the STATE or the CITY upon thirty (30) days written notice of that intent, except, however, that the parties hereto shall retain any continuing obligations contemplated by this Agreement.


7. The STATE is bound by this agreement to furnish or secure certain materials and apparatus as hereinbefore stated, and the CITY shall indemnify, save harmless, and defend the STATE, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property because of the operations and maintenance of the said CITY or on account or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of any employee of said CITY in accomplishing the work. It is the understanding of these parties that certain materials furnished or secured by the STATE in constructing the installation may prove satisfactory after installation and reasonable testing but may subsequently prove defective due to factors beyond the control of the parties. In that event, the parties shall jointly defend their respective interests from all suits, actions or claims arising therefrom.

8. This Agreement shall be filed with the Secretary of State and shall become effective upon such filing.

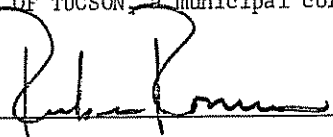
9. Attached hereto is an authenticated copy of the resolution of the City Council authorizing said CITY to enter into this Agreement, and a copy of the written determination of the City Attorney or Assistant City Attorney, that this Agreement is in proper form and within the powers and authority granted to the City under the laws of this State.

IN WITNESS WHEREOF, the parties have executed this Agreement the
day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: 
Chief Deputy State Engineer

CITY OF TUCSON, a municipal corporation

BY: 
Title: MAYOR PRO TEMPORE

ATTEST:


City Clerk




CITY OF TUCSON

The Sunshine City

CITY HALL
TUCSON, ARIZONA 85726
P O BOX 27210

OFFICE OF
TRANSPORTATION DIRECTOR
PHONE 791-4371

July 7, 1977


Mr. David R. Olivarez
Traffic Operations Services
Arizona Department of Transportation
206 South Seventeenth Avenue
Phoenix, Arizona 85007

Re: Intergovernmental Agreement #2001.1
Project #F-031-1-503
Street Lighting (Unsignalized Inter-
sections) US 89 - Tucson Milepost
69.3 to 70.8

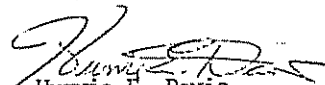
Dear Mr. Olivarez:

On July 5, 1977, the Mayor and Council of the City of Tucson adopted Resolution #10250 authorizing signature of Intergovernmental Agreement #2001.1. A copy of this resolution is attached.

Your attention is invited to the fact that the resolution was adopted without the emergency clause. Therefore, it is not effective until 30 days after adoption.

The City has encumbered \$60,000 in Street Lighting Bond Funds to fund the City share of intersectional street lights.

Very truly yours,


Hurvie E. Davis
Director of Transportation

JAB:wF

Enclosure

RECEIVED

JUL 11 1977

TRAFFIC OPERATIONS
PHOENIX

Bicentennial City

RECEIVED

JUL 26 1977

TRAFFIC ENGR. SECTION
PHOENIX

AUG 4 1977

PHOENIX
DIVISION



ADOPTED BY THE
MAYOR AND COUNCIL

Adopted JUL 05 1977
without emergency clause
To become effective

JUL 05 1977

AUG 04 1977
In accordance with Ch. IX Sec. 8
of Tucson City Charter.

RESOLUTION NO. 10250

RELATING TO STREETS AND TRANSPORTATION; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, BY AND THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION, FOR PROVISION OF INTERSECTIONAL STREET LIGHTING AT NON-SIGNALIZED INTERSECTIONS WITHIN THE AREA OF FEDERAL AID PROJECT F-031-1-503.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. That the preliminary form of Intergovernmental Agreement by and between the City of Tucson and the State of Arizona, acting by and through the Arizona Department of Transportation, for City funding of intersectional street lighting at non-signalized intersections within the area of federal aid Project F-031-1-503, U. S. Highway 89 (Oracle Road), which lighting will be paid for by the City, a copy of which agreement is attached marked Exhibit A hereto and by this reference incorporated herein, hereby is approved.

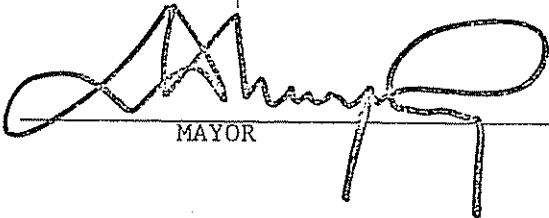
SECTION 2. That the Mayor hereby is authorized and directed, for and on behalf of the City of Tucson, to execute in as many counterparts as are necessary or desirable, a final Intergovernmental Agreement in form and content substantially the same as Exhibit A hereto, and the City Clerk is hereby authorized and directed to attest and countersign the same.

SECTION 3. That the various city officers and employees hereby are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

~~SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist, and this resolution shall be effective~~

~~Immediately upon its passage and adoption.~~

PASSED, ADOPTED AND APPROVED by the Mayor and Council of
the City of Tucson, Arizona, JUL 05 1977


MAYOR

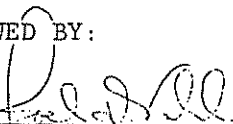
ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

REVIEWED BY:


CITY MANAGER

Adopted JUL 05 1977
without emergency clause
To become effective
AUG 01 1977
In accordance with Ch. IX Sec. 8
of Tucson City Charter.

DEF
DEE:lbs
6/27/77

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON
AGREEMENT NO. 2001.1
PROJECT NO. F-031-1-503

THIS AGREEMENT, entered into this _____ day _____, 197_____,
pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, by and
between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF
TRANSPORTATION, hereinafter called "STATE", and CITY OF TUCSON, a municipal
corporation, hereinafter called "CITY",

WHEREAS, the CITY is empowered by Arizona Revised Statutes Sections
9-672 inclusive to enter into the Agreement, and

WHEREAS, the STATE proposes to improve a section of Oracle Road (U.S. 89)
from milepost 69.30 to milepost 70.81, including the improvement of existing
signalized intersections.

WHEREAS, the CITY proposes to install street lighting on Oracle Road
(U.S. 89) from milepost 69.30 to milepost 70.81 at the following intersections:
Delano Street, Navajo Road, Yavapai Road, Windsor Road, Thurber Road, Kings Road,
Simmons Road, Pastime Road, Glenn Street, Pelaa Drive, and Laguna Street.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to
be kept by all parties, it is mutually agreed as follows:

1. The STATE shall incorporate the CITY'S street lighting construction
that falls within the limits of the improvement project F-031-1-503.
2. The STATE shall perform all necessary engineering design work and
provide plans and specifications for all work related to the street lighting
construction; such plans shall be subject to approval by the CITY.
3. The STATE shall furnish or secure all labor, materials and equipment
necessary to complete the project and inspect all construction work performed on
the project.
4. The CITY shall set aside sufficient funds and be responsible for all
operation and maintenance including electrical energy cost of said improvements
subsequent to construction.
5. The CITY shall within thirty (30) days after written notification of
satisfactory completion of the project reimburse the STATE for the cost of the
CITY'S street lighting improvements at the unsignalized intersections aforementioned.
The amount to be reimbursed by the CITY shall be determined on the actual cost
basis of unit prices as established by the contract bids, which will be subject to
audit.

EXHIBIT A TO RESOLUTION NO. 10250

6. This Agreement shall remain in force and effect until the work herein embraced has been completed in accordance with the terms of the Agreement or until earlier terminated by either the STATE or the CITY upon thirty (30) days written notice of that intent, except, however, that the parties hereto shall retain any continuing obligations contemplated by this Agreement.

7. The STATE is bound by this agreement to furnish or secure certain materials and apparatus as hereinbefore stated, and the CITY shall indemnify, save harmless, and defend the STATE, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damage alleged to be received or sustained by any person, persons or property because of the operations and maintenance of the said CITY or on account or in consequence of any neglect by the CITY in safeguarding the work or because of any act or omission, neglect or misconduct of any employee of said CITY in accomplishing the work. It is the understanding of these parties that certain materials furnished or secured by the STATE in constructing the installation may prove satisfactory after installation and reasonable testing but may subsequently prove defective due to factors beyond the control of the parties. In that event, the parties shall jointly defend their respective interests from all suits, actions or claims arising therefrom.

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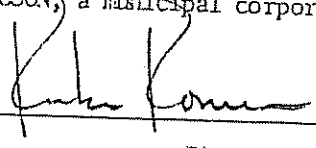
9. Attached to this agreement are authenticated copies of appropriate action by ordinance, resolution or otherwise authorizing the respective parties to enter into such an agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: _____
Chief Deputy State Engineer

CITY OF TUCSON, a municipal corporation

BY: 
TITLE: MAYOR PRO-TEMPORE

ATTEST:


City Clerk

Adopted _____
without emergency clause
To become effective
AUG 04 1977
In accordance with Ch. IX Sec. 8
of Tucson City Charter.



OFFICE OF THE
Attorney General

BRUCE E. BABBITT
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 77-582 which is an
agreement between public agencies has been reviewed pursuant
to A.R.S. §11-952, as amended, by the undersigned Assistant
Attorney General who has determined that it is in proper form and
is within the powers and authority granted to the State or its agencies
under the laws of the State of Arizona.

No opinion is expressed as to the authority of the
remaining parties, other than the State or its agencies, to enter into
said contract.

DATED this 31st day of August, 1977.

BRUCE E. BABBITT
The Attorney General

2175
7-24-77
Albert Morgan

Albert Morgan
ALBERT MORGAN
Assistant Attorney General